

Document #4515

11/15/84

NOVEMBER 15, 1984

MEMORANDUM

-TAKEN UNDER ADVISEMENT: NOVEMBER 1, 1984

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: STEPHEN COYLE, DIRECTOR

SUBJECT: APPROVAL OF DEVELOPMENT PLAN FOR
PLANNED DEVELOPMENT AREA NO. 18/
APPROVAL OF DEVELOPMENT IMPACT PROJECT PLAN/ONE
FRANKLIN PLACE, BOSTON PROPER

Lincoln Franklin Place, LTD, a Texas limited partnership, seeks a Planned Development Area zoning designation for land across Hawley Street from Filene's which includes the former Kennedy store building and three other parcels containing five-story buildings. The latter buildings are to be retained and restored. The Kennedy store building has a history of controversy, first in connection with designation as a Landmark and more recently related to the design of the new tower. The plan presented to the Authority today is the result of negotiations involving the Landmarks Commission, the developer and his architects, and the Authority's design staff, which resulted in a design guidelines agreement. The entire Summer Street facade of the Kennedy store is to be retained and restored, to a depth of 30 feet. The tower will occupy land which was once the rear of the store. The design of the tower has been altered several times to make it more compatible with the architecture of its neighbors. A major amenity will be a connection from the building with the Washington Street subway station which will include an elevator to provide access for handicapped persons. A further description of the project is contained in the attached Fact Sheet.

The project also has the support of the Downtown Crossing Association, the MBTA, and neighboring businesses.

I recommend that the Authority approve the attached Development Plan for Planned Development Area No. 18 and the Development Impact Project Plan for a development to be called One Franklin Place. Appropriate votes follow.

VOTED: That in connection with the Development Plan for Planned Development Area No. 18 and the Development Impact Project Plan for a project to be called One Franklin Place, presented at a public hearing duly held at the offices of the Authority on November 1, 1984, and after consideration of the evidence presented at that hearing, the Boston Redevelopment Authority finds that said Plans (1) conform to the general plan for the City of Boston as a whole; (2) contain nothing that will be injurious to the neighborhood or otherwise detrimental to the public welfare; and (3) do adequately and sufficiently satisfy all other criteria and specifications for a Planned Development Area subdistrict designation and for a Development Impact Project as set forth in the Boston Zoning Code as amended;

and further

VOTED: That pursuant to the provisions of Sections 3-1A and 26-3 of the Boston Zoning Code as amended, the Boston Redevelopment Authority hereby approves the Development Plans for said Planned Development Area and Development Impact Project. Said Development Plans are embodied in a written documents entitled "Development Plan for Planned Development Area No. 18, One Franklin Place, Boston Proper" and "Development Impact Project Plan, One Franklin Place, Boston Proper", dated November 1, 1984, and in a series of drawings listed in Exhibit B of the former document; said documents and drawings shall be on file in the office of the Director of Zoning of the Authority;

and further

VOTED: That the Authority hereby authorizes the Director to petition the Zoning Commission of the City of Boston for a Planned Development Area subdistrict designation for the parcel of land which is the subject of the Development Plan for Planned Development Area No. 18; to execute in the name and on behalf of the Authority (1) a Cooperation Agreement with the developer of said Planned Development Area, and (2) an agreement under which said developer shall be responsible for a Development Impact Project Exaction; and to certify, in the name and on behalf of the Authority, that plans submitted to the Building Commissioner in connection with said plans are in conformity with said Plans; and that the developer has entered into an agreement with the Authority to be responsible for a Development Impact Project Exaction.

and further

VOTED: That in reference to petitions to the Zoning Board of Appeal to be brought by Lincoln Franklin Place, LTD., for exceptions as listed in the Development Plan for Planned Development Area No. 18, which is approved by the Authority today, the Boston Redevelopment Authority recommends approval provided that the Zoning Commission will have adopted a Map Amendment designating the land involved as a B-10-D zoning district, and provided further, that final plans be submitted to the Authority for design review to ensure that the plans are consistent with the plans previously approved by the Authority and with said Development Plans; and the Authority hereby authorizes the Director to certify to the Board of Appeal that the exceptions requested are in conformity with said Development Plan.

Fact Sheet

BOSTON REDEVELOPMENT AUTHORITY

Development Plan for Planned Development Area No. 18
and
Development Impact Project Plan

ONE FRANKLIN PLACE, BOSTON PROPER
(at Franklin, Arch, Summer and Hawley Streets)

Developer: The Developer is Lincoln Franklin Place, LTD (the "Applicant"), a Texas limited partnership with a principal place of business at 1800 Two Turtle Creek Village, Dallas, Texas 75219. The local office of the Developer is at One Post Office Square, Suite 2250, Boston, Massachusetts 02109. John B. Hynes, I is General Partner of the General Partner of the Developer, Lincoln Property Company No. 1027, LTD, a Texas limited partnership.

Architects: Hoskins, Scott, Taylor and Partners/Harwood K. Smith and Partners/Timothy Anderson

Planned Development Area: Approximately 47,300 square feet of land consisting of the properties at 40-46, 26-38 Summer Street, 93-101, 103-111 Arch Street, 65-71 Franklin Street and Bussey Place. Within the PDA the Applicant proposes to develop 31,913 square feet of land consisting of the property at 34-38 Summer Street, 26-28 Summer Street, 93-101 Arch Street and Bussey Place. This site is commonly known as the former Kennedy's building site and will be known as, and the Applicant will request an address of One Franklin Place.

General Description of Project Development and Uses: One Franklin Place will consist of a 20-story office building with retail use. The office building will be set back from Summer Street at varying distances at ascending levels and will be incorporated within the Kennedy building. The Summer Street facade and thirty (30) feet of the Hawley Street facade of the Kennedy's building will be restored and the Hawley Street Arch will be rebuilt and incorporated into the design of the development. The One Franklin Place Development will contain rental areas of approximately 346,000 square feet for office use, 48,000 square feet for retail use and 8,000 square feet for limited basement parking. The exterior facade of 65 Franklin Street and the parapet at 103 Arch Street will be restored and reconstructed by

BOSTON REDEVELOPMENT AUTHORITY

November 1, 1984

DEVELOPMENT PLAN FOR PLANNED DEVELOPMENT AREA NO. 18

ONE FRANKLIN PLACE, BOSTON PROPER

(Franklin, Arch, Summer and Hawley Streets)

Developer: The Developer of the site within the PDA is Lincoln Franklin Place, LTD (the "Applicant"), a Texas limited partnership with a principal place of business at 1800 Two Turtle Creek Village, Dallas, Texas 75219. The local office of the Developer is at One Post Office Square, Suite 2250, Boston, Massachusetts 02109. John B. Hynes, III is General Partner of the General Partner of the Developer, Lincoln Property Company No. 1027, LTD, a Texas limited partnership.

Area: A parcel of land in the City of Boston, Suffolk County, Massachusetts containing 47,300 square feet, bounded as follows:

SOUTHWESTERLY: by Summer Street, 184.74 feet;

NORTHWESTERLY: by Hawley Street, 182.31 feet;

NORTHEASTERLY: by the "Line of Fee" as shown on plan in Book 1359 Page 122, 89.48 feet, 29 feet and 8.88 feet as shown on said plan;

NORTHEASTERLY: by a passageway, known as Snow Place, about 54 feet;

NORTHWESTERLY: by the same, about 17.6 feet;

NORTHWESTERLY: by land now or formerly of President and Fellows of Harvard College, by a line running through the middle of a 20 inch wall, as shown on plan in Book 7238, Page 71, 104.12 feet;

NORTHEASTERLY: by Franklin Street, as shown on said plan, 51.76 feet;

SOUTHEASTERLY: by Arch Street, as shown on said plan, 107.26 feet;

SOUTHWESTERLY: by Arch Street, 0.48 feet;

SOUTHEASTERLY: by Arch Street, about 169.7 feet;

SOUTHWESTERLY: by a four foot passageway shown on plan in Book 492 at the end, about 34.5 feet;

SOUTHEASTERLY: by the same, about 4 feet;

SOUTHEASTERLY: by Lot 2 on said plan, by a line passing through the center of a brick partition wall, about 80.3 feet.

Such land is also shown on a plan entitled "Plan To Show Planned Development Area, Boston, Mass." Scale 1 in. = 50 ft. dated June 27, 1984, prepared by Raymond C. Pressey, Inc. Registered Land Surveyors, Lynn, Mass. attached hereto as Exhibit A.

The Area consists of the following parcels of property:

Kennedy Parcel. This parcel contains 31,913 square feet of land upon which the proposed development to be known as One Franklin Place (the "Development") is to be constructed by the Applicant;

Summer Street Parcel. This parcel contains 6,993 square feet of land upon which there is presently a five-story structure containing retail and office space (the "Summer Street Parcel");

Franklin Street Parcel: This parcel contains 4,831 square feet of land upon which there is presently a five-story structure containing first floor retail with office uses on the upper floors (the "Franklin Street Parcel"); and

Arch Street Parcel. This parcel contains 2,728 square feet of land upon which there is presently a five-story structure used as a residence for the Franciscans (the "Arch Street Parcel").

A. Proposed location and appearance of structures:

The location and appearance of the Development known as One Franklin Place shall be as shown on the drawings prepared by the Development's architectural team: Hoskins, Scott, Taylor and Partners, Inc./Harwood K. Smith and Partners/Timothy Anderson. A list of which is attached hereto as Exhibit B.

Additionally, the following limits shall be applied to the Development:

1. The height of the apex of the clock tower of the building shall not exceed 290 feet exclusive of appurtenances, as measured from the mean elevation of the abutting sidewalks; and the height of the 20th floor cornice shall not exceed 265 feet.

2. The exterior materials of the building shall be compatible with the exterior material of the surrounding buildings.
3. The development shall be setback as shown on the plans and drawings listed on Exhibit B and the parapet setbacks calculated pursuant to the Boston Zoning Code are set forth on Exhibit B-1.
4. The tower structure shall be set back as shown on the plans and drawings listed on Exhibit B at the following distances from the property lines or internal building lines for a portion of the Arch Street setback, at Summer, Hawley and Arch Streets:

<u>LEVEL</u>	<u>SUMMER STREET</u>	<u>HAWLEY & ARCH STREET</u>
6th Floor	30 feet	3 feet
17th Floor	30 feet	3 feet
18th Floor	30 feet	13 feet
20th Floor	30 feet	13 feet

5. The facade of the Kennedy's building shall be renovated along Summer Street and reconstructed along Hawley

Street in accordance with the Memorandum of Understanding by and among the Applicant, Boston Redevelopment Authority and the Landmarks Commission dated October 1983.

6. The Hawley Street arch shall be dismantled and reconstructed without any change in the design or appearance of the arch.

Included in the plans for the Development are points of access from the Summer Street Parcel to the Development. These access points are shown on the drawings listed on Exhibit B. Alterations in the appearance and location of the Summer Street Parcel, the Franklin Street Parcel and the Arch Street Parcel are subject to BRA review and approval by amendment to this Plan.

B. Open Space and Landscaping:

The sidewalk surrounding the Development within the PDA shall be paved with suitable materials consisting of stone or brick acceptable to the Authority and compatible with the design and ambiance of existing and proposed buildings. Landscaping shall consist of trees and shrubs located in planters on Summer Street and interior landscaping in the atrium of the Development all according to plans and drawings listed on Exhibit B.

C. Permitted Uses:

- 21 Place of Worship, monastery, convent, parish house
- 30 Private club
- 34 Retail business
- 36A Retail Catering
- 37 Restaurant
- 38 Restaurant with entertainment or dancing
- 39 Office
- 39A Clinic
- 40 Agency office
- 41 Office building
- 42 Office or display or sales space
- 43 Service retail
- 44 Tailor shop
- 46 Service shop
- 48 Radio or Television Studio
- 59 Parking garage
- 71 Ancillary use-parking
- 72 Accessory use-parking

and other uses permitted from time to time in B-10, general business districts.

D. Density:

The floor area ratio ("FAR") of the entire Planned Development Area shall be limited to a composite factor of 10.0 ("PDA FAR"). The basis for determining the PDA FAR is shown on the floor area ratio computation schedule attached hereto as Exhibit C. Notwithstanding the PDA FAR limit of 10.0, the FAR applicable to the Development shall not exceed 12.0.

E. Proposed Traffic Circulation:

Vehicular access and egress to the PDA will be provided by the four existing streets bounding the PDA. Access and egress for the parking area of the Development will be at Hawley Street. Access and egress for loading facilities will be from Hawley Street and Snow Place. Bussey Place will be eliminated and access for loading facilities for the Summer Street Parcel will be through the Development's loading bays.

F. Parking and Loading Facilities:

Approximately 12 off-street parking spaces will be provided in the Development's garage at basement level and the Development will also provide four (4) loading areas all as shown on plans listed on Exhibit B. The use of such loading facilities will be made available to the owner of the Summer Street Parcel.

G. Access to Public Transportation:

The PDA is presently served by the MBTA Orange and Red lines at Washington Street. There will be access to all MBTA lines through the Summer Street subsurface MBTA concourse. The Development will include a handicapped elevator for MBTA patrons to gain access from the subsurface concourse to the Development. The PDA is also serviced by express bus lines located at Franklin, Federal and Summer Streets and is within walking distance to South Station commuter rail and bus terminal. It is also within walking distance from the commuter boat facilities at Rowes Wharf and Fosters Wharf.

H. Proposed Dimensions of the Structure:

The dimensions of the Development are to be as shown on the plans listed in Exhibit B. Any changes to the existing dimensions of the Summer Street Parcel, Arch Street Parcel and Franklin Street Parcel are subject to review by the Authority and will require amendments to the Plan.

I. Proposed Elevations of the Structure:

The elevations of the Development are to be as shown on the plans listed on Exhibit B.

J. Schematic Layout Drawing:

These drawings are listed on Exhibit B.

K. Exterior Building Materials:

The exterior of the Development is to be brick and granite compatible with the exterior material of the surrounding buildings, and windows in the office structure are to be of tinted insulated glass with aluminum or metal frames. The exterior of the Kennedy Building along the Summer and Hawley Street facade will be restored. The arch on Hawley Street shall be dismantled and reconstructed without altering the design of the same. The exterior materials are shown on the plans listed on Exhibit B.

L. Design Review:

All design plans for the One Franklin Place Development are subject to ongoing design review and approval by the Authority. Such review is conducted in accordance with the Authority's Design Review Procedures dated April, 1984 and as specified in the Cooperation Agreement for the Development between the Applicant and the Boston Redevelopment Authority.

M. Zoning:

The Development site lies in a B-10-D zoning district. In such a district, relief from the requirements of the Code is sought as an Exception pursuant to Article 6A of the Code and the Development will require Exceptions for the following code provisions:

Articles 8, 15, 20, 21, 23, and 24.

Article 8:

Section 8-7, no. 36A, retail catering is a conditional use in a B-10-D district.

Section 8-7, no. 59, parking garage is a conditional use in a Restricted Parking District.

Section 8-7, no. 71, ancillary parking for office and retail use is a conditional use in a Restricted Parking District.

Section 8-7, no. 72, assessory parking for office and retail use is a conditional use in a Restricted Parking District.

Article 15:

Section 15-1, the floor area ratio is excessive. (Exhibit D)

Article 20:

Section 20-1, rear yard area is not provided.

Article 21:

Section 21-1, setback of parapet is not provided. (Exhibit B-1)

Article 23:

Section 23-1, off-street parking is provided in a restricted parking district.

Article 24:

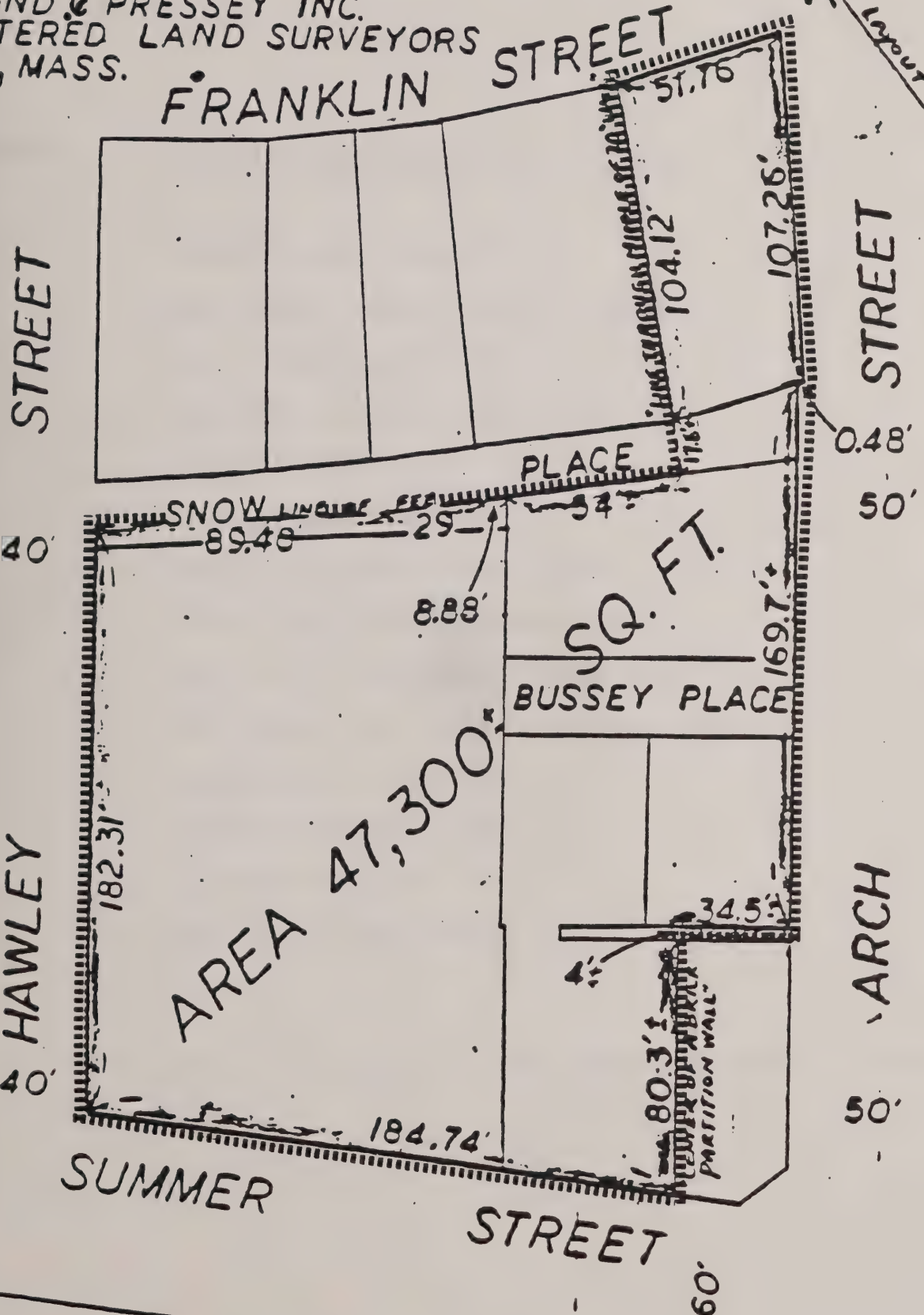
Section 24-1, off-street loading bays are insufficient.

N. Amendments:

Any proposal for rehabilitation, renovation or additions to the Summer Street Parcel, Arch Street Parcel and the Franklin Street Parcel will necessitate Authority review and approval by an amendment to this Plan pursuant to Section 3-1A of the Zoning Code. Any modifications or changes to the plans for the Development shall be approved by the Director of the Authority, provided, however, that if the Director determines that the modifications are major changes to the Plan, then the modifications shall be subject to review and approval by the Authority by amendment to this Plan pursuant to Section 3-1A of the Zoning Code.

PLAN TO SHOW
 PLANNED DEVELOPMENT AREA
 BOSTON, MASS.
 SCALE 1 IN. = 50 FT. 27 JUNE 1984

RAYMOND C. PRESSEY INC.
 REGISTERED LAND SURVEYORS
 LYNN, MASS.



NOTE: THIS PLAN IS A COMPILATION OF PLANS AND DEEDS
 OF RECORD AND A PARTIAL FIELD SURVEY.

Hoskins Scott Taylor and Partners Inc.

26 West Street
Boston, Massachusetts
USA 02111

617 426 0600

Architects
Planners
Urban Designers

SCHEMATIC DRAWINGS dated OCT. 25, 1984

- 1 SUMMER STREET ELEVATION
- 2 SNOW PLACE, HAWLEY STREET ELEVATION
- 3 ARCH STREET ELEVATION
- 4 BASEMENT AND CONCOURSE FLOOR PLAN
- 5 GROUND FLOOR PLAN
- 6 SECOND FLOOR PLAN
- 7 THIRD THRU FIFTH FLOOR PLANS
- 8 SIXTH THRU ELEVENTH FLOOR PLANS
- 9 TWELFTH AND THIRTEENTH FLOOR PLANS
- 10 FOURTEENTH THRU SIXTEENTH FLOOR PLANS
- 11 SEVENTEENTH FLOOR PLAN
- 12 EIGHTEENTH FLOOR PLAN
- 13 NINETEENTH FLOOR PLAN
- 14 TWENTIETH FLOOR PLAN

*List of drawings submitted to the Landmarks Commission 10/26/84

EXHIBIT B-1

SETBACK OF PARAPET CALCULATIONS

Snow Place Setback (Side)

$$H = 290 \text{ feet} - 120 \text{ feet} = 170 \text{ feet}$$

$$\begin{array}{rcl} 170 \text{ ft.} + 124 \text{ ft.} & & 294 \\ \hline & = & \hline 8 & & 8 \end{array} = 36.8 \text{ feet}$$

Setback:	36.8	feet
Credit:	<u>0</u>	feet
Setback Requirement:	36.8	feet
Setback Provided	0	feet Exception Required

Snow Place Setback (Side)

$$H = 74 \text{ feet} - 120 \text{ feet} = 0 \text{ feet}$$

$$\begin{array}{rcl} 0 \text{ ft.} + 0 \text{ ft.} & & 0 \\ \hline & = & \hline 8 & & 8 \end{array} = 0 \text{ feet}$$

Setback:	0	feet
Credit:	<u>0</u>	feet
Setback Requirement:	0	feet
Setback Provided	0	feet

Arch Street Setback (rear)

$$H = 290 \text{ feet} - 25 \text{ feet} = 265 \text{ feet}$$

$$\begin{array}{rcl} 265 \text{ ft.} + 86 \text{ ft.} & & 351 \\ \hline & = & \hline 8 & & 8 \end{array} = 43.9 \text{ feet}$$

Setback:	43.9	feet
Credit:	<u>25.0</u>	feet
Setback Required:	18.9	feet
Setback Provided:	90.0	feet (also Existing Building)

Arch Street Setback (rear)

$$H = 290 \text{ feet} - 25 \text{ feet} = 265 \text{ feet}$$

$$\begin{array}{r} 265 \text{ ft.} + 108 \text{ ft.} \\ \hline 8 \end{array} = \frac{373}{8} = 46.6 \text{ feet}$$

Setback:	46.6 feet
Credit:	0 feet
Setback Required:	46.6 feet
Setback Provided:	0 feet Exception Required

Arch Street Setback (rear)

$$H = 72 \text{ feet} - 25 \text{ feet} = 47 \text{ feet}$$

$$\begin{array}{r} 47 \text{ ft.} + 30 \text{ ft.} \\ \hline 8 \end{array} = \frac{77}{8} = 9.7 \text{ feet}$$

Setback:	9.7 feet
Credit:	0 feet
Setback Required:	0 feet
Setback Provided:	0 feet (Existing Building)

Summer Street Setback (side)
(Southerly face of 103 Arch Street)

$$H = 74 \text{ feet} - 120 \text{ feet} = 0 \text{ feet}$$

$$\begin{array}{r} 0 \text{ ft.} + 0 \text{ ft.} \\ \hline 8 \end{array} = \frac{0}{8} = 0 \text{ feet}$$

Setback:	0 feet
Credit:	0 feet
Setback Required:	0 feet
Setback Provided:	0 feet (Existing Building)

Summer Street Setback (front: section 19-6)

$$H = 290 \text{ feet} - 25 \text{ feet} = 265 \text{ feet}$$

$$\begin{array}{r} 265 \text{ ft.} + 39 \text{ ft.} \\ \hline 8 \end{array} = \frac{304}{8} = 38.0 \text{ feet}$$

Setback: 38.0 feet
Credit: 30.0 feet
Setback Required: 8.0 feet
Setback Provided 30.0 feet (also Existing Building)

Summer Street Setback (side)

$$H = 290 \text{ feet} - 120 \text{ feet} = 170 \text{ feet}$$

$$\begin{array}{r} 170 \text{ ft.} + 90 \text{ ft.} \\ \hline 8 \end{array} = \frac{260}{8} = 32.5 \text{ feet}$$

Setback: 32.5 feet
Credit: 30.0 feet
Setback Required: 2.5 feet
Setback Provided 30.0 feet (also Existing Building)

Hawley Street Setback (Front)

$$H = 72 \text{ feet} - 25 \text{ feet} = 47 \text{ feet}$$

$$\begin{array}{r} 47 \text{ ft.} + 30 \text{ ft.} \\ \hline 8 \end{array} = \frac{77}{8} = 9.6 \text{ feet}$$

Setback: 9.6 feet
Credit: 20.0 feet
Setback Required: 0 feet
Setback Provided: 0 feet (Existing Building)

Hawley Street Setback (Front)

$$H = 290 \text{ feet} - 25 \text{ feet} = 265 \text{ feet}$$

$$\begin{array}{r} 265 \text{ ft.} + 141 \text{ ft.} \\ \hline 8 \end{array} = \begin{array}{r} 406 \\ \hline 8 \end{array} = 50.8 \text{ feet.}$$

Setback:	50.8 feet
Credit:	<u>20.0</u> feet
Setback Required:	<u>30.8</u> feet
Setback Provided:	0 feet Exception Required

EXHIBIT C

<u>LOT</u>	<u>LOT AREA</u>	<u>FAR</u>	<u>GROSS AREA</u>
KENNEDY PARCEL	31,913	11.9	379,416
FRANKLIN PARCEL	4,831	5.0	24,155
SUMMER PARCEL	6,003	5.0	34,965
ARCH PARCEL	<u>2,728</u>	<u>5.0</u>	<u>13,640</u>
	46,465	10.0	452,176

EXHIBIT D

Floor Area Ratio (Article 15): The Site contains 31,913 square feet and upon which there is to be constructed a 20-story building with penthouse, containing 379,416 square feet of gross floor area. The gross floor area is allocated as follows:

Kennedy's

<u>FLOOR</u>	<u>GROSS</u>	<u>EXCLUSIONS*</u>	<u>GROSS</u> <u>FLOOR AREA</u>
Basement 1	21,272	11,706	9,566
1	24,003	3,502	20,501
2	24,003	2,132	21,871
3	24,003	1,979	22,024
4	24,003	1,979	22,024
5	24,003	1,979	22,024
6	18,296	2,099	16,197
7	18,296	1,539	16,757
8	18,296	1,099	17,197
9	18,296	1,099	17,197
10	18,296	1,099	17,197
11	18,296	1,099	17,197
12	18,296	1,723	16,573
13	18,296	1,723	16,573
14	18,296	857	17,439
15	18,296	857	17,439

16	18,296	857	17,439
17	18,296	857	17,439
18	12,178	857	11,321
19	12,034	857	11,177
20	10,032	857	9,175
Penthouse	6,636	6,636	0
<u>101 Arch Street</u>			
Basement	6,186	6,186	0
1	5,080	289	4,791
2	5,080	289	4,791
3	5,080	289	4,791
4	5,080	289	4,791
5	5,080	289	4,791
<u>Bussey Place</u>			
1	1,135	0	1,135
Totals	434,440	55,024	379,416

Floor Area Ratio: $\frac{379,416}{31,913} = 11.889$

The FAR for the development shall not exceed 12.0.

*(Exclusions from gross area are those areas used for parking in Basement, mechanical rooms, atrium space and elevator shafts.)

AREA, OCTOBER 29, 1964
ONE FRANKLIN PLACE
BUILDING AREA SCHEDULE

KENNEDYS	GROSS	PERE	ATRIA/CT	FL PL	PUBLIC	MER	PARKING	STORAGE	LOADING	NET RETAIL	COMMON	FAR GROSS	N.Y. MEASURE
BASEMENT	21272	1042	—	20230	2917	2280	8384	—	—	3958	5197	9566	4219
1	24003	2292	910	20801	6416	300	—	—	2866	10137	9582	20501	10806
2	24003	922	910	22171	790	300	—	—	—	19923	1090	21871	21237
3	24003	679	1000	22324	700	300	—	—	—	—	700	22024	24480
4	24003	679	1000	22324	700	300	—	—	—	—	700	22024	24480
5	24003	679	1000	22324	700	300	—	—	—	—	700	22024	24480
6	18296	799	1000	16497	—	300	—	—	—	—	0	16197	17585
7	18296	799	440	17057	—	300	—	—	—	—	0	16757	18182
8	18296	799	—	17497	—	300	—	—	—	—	0	17197	18651
9	18296	799	—	17497	—	300	—	—	—	—	0	17197	18651
10	18296	799	—	17497	—	300	—	—	—	—	0	17197	18651
11	18296	799	—	17497	—	300	—	—	—	—	0	17197	18651
12	18296	990	—	17306	—	733	—	—	—	—	433	16573	18447
13	18296	990	—	17306	—	733	—	—	—	—	433	16573	18447
14	18296	557	—	17739	—	300	—	—	—	—	0	17439	18909
15	18296	557	—	17739	—	300	—	—	—	—	0	17439	18909
16	18296	557	—	17739	—	300	—	—	—	—	0	17439	18909
17	18296	557	—	17739	—	300	—	—	—	—	0	17439	18909
18	12178	557	—	11621	—	300	—	—	—	—	0	11321	12388
19	12034	557	—	11477	—	300	—	—	—	—	0	11177	12234
20	10032	557	—	9475	—	300	—	—	—	—	0	9175	10100
21	6636	545	—	6091	—	6091	—	—	—	—	6091	0	—
SUB TOT	401719	17512	6260	377947	12223	15237	8384	0	2866	34018	24926	354326	367324
101 ARCH													
BSMT	6186	289	—	5897	—	—	—	5897	—	—	0	0	6232
1	5080	289	—	4791	1694	—	—	—	—	3097	1694	4791	5063
2	5080	289	—	4791	—	—	—	—	—	—	0	4791	5063
3	5080	289	—	4791	—	—	—	—	—	—	0	4791	5063
4	5080	289	—	4791	—	—	—	—	—	—	0	4791	5063
5	5080	289	—	4791	—	—	—	—	—	—	0	4791	5063
SUB TOT	31586	1734	0	29852	1694	0	0	5897	0	3097	1694	23955	31546
BUSSEY PL													
1	1135	—	—	1135	1135	—	—	—	—	—	—	1135	—
2	—	—	—	—	—	—	—	—	—	—	—	0	—
3	—	—	—	—	—	—	—	—	—	—	—	0	—
4	—	—	—	—	—	—	—	—	—	—	—	0	—
5	—	—	—	—	—	—	—	—	—	—	—	0	—
SUB TOT	1135	0	0	1135	1135	0	0	0	0	0	0	1135	0
TOTAL	434440	19246	6260	408934	15052	15237	8384	5897	2866	37115	26620	379416	398870

BOSTON REDEVELOPMENT AUTHORITY
November 1, 1984
Development Impact Project Plan

ONE FRANKLIN PLACE, BOSTON PROPER
(Franklin, Arch, Summer and Hawley Streets)

Developer: The Developer is Lincoln Franklin Place, LTD (the "Applicant"), a Texas limited partnership with a principal place of business at 1800 Two Turtle Creek Village, Dallas, Texas 75219. The local office of the Developer is at One Post Office Square, Suite 2250, Boston, Massachusetts 02109. John B. Hynes, III is General Partner of the General Partner of the Developer, Lincoln Property Company No. 1027, LTD, a Texas limited partnership.

The Applicant has also filed with the Boston Redevelopment Authority (the "Authority") a request for designation of the project area as part of a Planned Development Area in accordance with Article 3, Section 3-1(A) of the Boston Zoning Code and Enabling Act (the "Code").

Architects: Hoskins, Scott, Taylor and Partners/Harwood K. Smith and Partners/Timothy Anderson

Site Description: Approximately 31,913 square feet of land consisting of the property at 34-38 Summer Street, 26-28 Summer Street, 93-101 Arch Street and Bussey Place. The area is commonly known as the former Kennedy's building site and will be known as, and the Applicant will request an address of One Franklin Place.

Location and Appearance of Structures: A detailed and visual representation of the Development's location and appearance is contained in the plans submitted to the Authority with the Application for PDA approval and those plans are incorporated by reference in this fact sheet.

General Description of Project Development and Uses: One Franklin Place will consist of a 20-story office building with retail use. The office building will be set back from Summer Street at varying distances at ascending levels and will be incorporated within the Kennedy building. The Summer Street facade and thirty (30) feet of the Hawley Street facade of the Kennedy's building

will be restored and the Hawley Street Arch will be rebuilt and incorporated into the design of the development. The One Franklin Place Development will contain rental areas of approximately 346,000 square feet for office use, 48,000 square feet for retail use and 8,000 square feet for limited basement parking. The exterior facade of 65 Franklin Street and the parapet at 103 Arch Street will be restored and reconstructed by the Applicant together with improvements to Snow Place and pedestrian walks on Hawley and Summer Streets.

Estimated Construction Time:

Commencement of Construction: March 1985

Completion: January 1987

Partial Occupancy: January 1987

Projected Number of Employees: It is estimated that construction of One Franklin Place will create between 200-300 construction jobs over the two years of the construction period. After completion it is estimated that the One Franklin Place Development will provide 1800 jobs. The Applicant has agreed to formulate a voluntary Employment Opportunity Plan, which plan will detail Applicant's good faith efforts to assure that 50% of the employment opportunities created in the project will be made available to Boston residents.

Development Impact Project Exaction: As required under Section 26-3 of the Code, One Franklin Place, will enter into a Development Impact Project Agreement with the Authority and the Neighborhood Housing Trust, or if such Trust has not been established at the time of execution of such agreement, with the Authority acting on behalf of said Trust. The Development Impact Project Exaction shall be made as a Housing Payment Exaction, payable in 12 equal annual installments, the first installment to be due upon the issuance of a Certificate of Occupancy for the One Franklin Place Development, or 24 months after the issuance of a building permit for the Development, whichever first occurs. The annual payment shall be 1/12 of \$5.00 per square foot of gross floor area of the portions of the Development dedicated to office, retail, business and service. Said exaction shall approximate a total of \$1,375,000 based on the following calculation:

Total of Office, Retail and Restaurant exclusive of garage space	375,000 s.f.
	- <u>100,000</u> s.f.
	275,000 s.f.
	x <u>5.00</u>
Total	\$1,375,000

Density: Renovation and construction shall total approximately 375,000 square feet of gross floor area. The maximum floor area ratio for the entire project, calculated in accordance with the Code, shall be no more than 12.0.

Design Review: All design plans for the One Franklin Place Development are subject to ongoing design review and approval by the Authority. Such review is conducted in accordance with the Authority's Design Review Procedures dated April, 1984, and as specified in the Cooperation Agreement for said Development. The schematic design for the project has been approved by the BRA.

Zoning Relief: The One Franklin Place Development site lies in a B-10-D zoning district. In such a district, relief from the requirements of the Code is sought as an Exception pursuant to Article 6A of the Code. Exceptions for the following code provisions will be sought:

Articles 8, 15, 20, 21, 23, and 24.

Article 8:

Section 8-7, no. 36A, retail catering is a conditional use in a B-10-D district.

Section 8-7, no. 59, parking garage is a conditional use in a Restricted Parking District.

Section 8-7, no. 71, ancillary parking for office and retail use is a conditional use in a Restricted Parking District.

Section 8-7, no. 72, assessory parking for office and

retail use is a conditional use in a Restricted Parking District.

Article 15:

Section 15-1, the floor area ratio is excessive.

Article 20:

Section 20-1, rear yard area is not provided.

Article 21:

Section 21-1, setback of parapet is not provided.

Article 23:

Section 23-1, off-street parking is provided in a restricted parking district.

Article 24:

Section 24-1, off-street loading bays are insufficient.

ONE FRANKLIN PLACE
DEVELOPMENT IMPACT PROJECT AGREEMENT

AGREEMENT made this day of November, 1984 by and between Lincoln Franklin Place, LTD, a Texas limited partnership, having a principal place of business at One Post Office Square, Boston, Massachusetts (the "Applicant") and the Boston Redevelopment Authority, a body politic and corporate created pursuant to Chapter 652 of the Acts of 1960, as amended (the "Authority") acting as escrow agent for the Neighborhood Housing Trust as defined in Article 26 of the Boston Zoning Code (the "Trust").

WHEREAS, the Applicant proposes to develop in accordance with the Development Plan for Planned Development Area No. 18 ("PDA Plan") the former Kennedy's department store site located in the Downtown Central business district (the "Site") which Site is more particularly described on Exhibit 1 annexed hereto; and

WHEREAS, the Applicant proposes to construct on the Site a mixed use project (the "Project") which constitutes a "Development Impact Project" as defined in Section 26-2 of Article 26 of the Boston Zoning Code as in effect on the date hereof ("Article 26"); and

WHEREAS, the Applicant has submitted to the Authority a Development Impact Project Plan for such Project (the "Plan") complying with the requirements of Section 26-2, subparagraph 2 of Article 26; and

WHEREAS, the Authority, after a public hearing held on November 1, 1984, notice of which hearing was published in the Boston Herald on October 24, 1984, has approved such Development Impact Project Plan pursuant to Section 26-3, subparagraph 1 of said Article 26; and

WHEREAS, the Neighborhood Housing Trust contemplated by Article 26 has not been established on the date hereof;

NOW, THEREFORE, the parties hereto agree as follows:

1. Capitalized terms used herein without definition shall have the meanings ascribed in Article 26.

2. The Authority hereby approves the Plan for the Project. Applicant agrees to develop and carry out the Project as described in the Plan in accordance with the PDA Plan and the Cooperation Agreement between the Applicant and the Authority

3. The parties agree that the Project to be developed by Applicant upon the Site constitutes a mixed use project combining the following uses enumerated in Table C of subparagraph 2(a) of Section 26-3 of said Article 26:

<u>Use</u>	<u>Use Item Number</u>
Office	39, 39A, 40, 41, 42
Retail, Business and Service	30, 34, 36A, 37, 38, 43, 44, 46

and that the gross floor area of said Project devoted to one or more of the foregoing uses in the aggregate will exceed 100,000 square feet. The exact gross floor area of such Project to be devoted to such uses will be determined based upon the Contract Documents for the Project approved by the Authority pursuant to the Authority's Design Review Procedure. Contract Documents as used herein shall have the meaning ascribed in the Authority's Design Review Procedure referenced in a certain Cooperation Agreement with respect to the Site between Applicant and the Authority dated November 1, 1984 (the "Cooperation Agreement").

4. Within thirty (30) days following approval by the Authority of the Contract Documents for the Project in accordance with the Cooperation Agreement, the Applicant shall submit to the Authority a calculation of gross floor area, made in accordance with the requirements of the Boston Zoning Code, of those portions of the Project devoted to the uses described in paragraph 2 above (the "Impact Area"). Such calculation shall be certified by Hoskins, Scott, Taylor and Partners or any successor architectural firm approved by the Authority in accordance with the Cooperation Agreement.

5. Applicant hereby agrees to pay to the Authority with respect to the Project a Development Impact Project Exaction, calculated by multiplying the Impact Area as certified as provided in paragraph 4 above, in excess of 100,000 square feet by \$5, such Development Impact Project Exaction to be payable in twelve (12) equal annual installments as described in Section 26-2, paragraph 3(a) of said Article 26. Based upon the schematic design for the Project approved by the Authority in the PDA Plan, it is

estimated that the total amount of such Development Impact Project Exaction will be One Million Three Hundred Seventy-five thousand and 00/100 Dollars (\$1,375,000), calculated as follows:

Total of Office, Retail and Restaurant Space	375,000 s.f.
Minus	<u>100,000</u> s.f.
	275,000 s.f.
Times	x <u>5.00</u>
Total	\$1,375,000

6. As security for the payment of installments of the Development Impact Project Exaction subsequent to the first installment, the Applicant shall provide for the benefit of the Authority one or more letters of credit in the aggregate amount of 11/12 of the amount of the Development Impact Project Exaction as so calculated. Such letter or letters of credit shall be provided to the Authority on the date of payment of the first installment of such Development Impact Project Exaction. Applicant may provide such letter or letters of credit having expiration dates earlier than the expiration of the 11-year period during which subsequent installments of the Development Impact Project Exaction are required in accordance with said Article 26, provided that such letters of credit shall authorize the Authority to draw upon them if not replaced at least 30 days prior to their expiration date. Letters of credit to be provided by the Applicant as required by this paragraph 6 shall be substantially in the form of Exhibit 2 annexed hereto.

The principal amount of such letter or letters of credit may be reduced by Applicant after payment by Applicant to the Authority of any installment of the Development Project Impact Exaction, such principal reduction to be in an amount equal to the installment payment then made by the Applicant. The Authority will take all steps necessary to enable Applicant to implement such reduction, including providing its written assent to any amendment to such letter or letters of credit, if required by the issuer thereof, or the exchange of the letter or letters of credit held by the Authority for one or more substitute letters of credit having the lower principal amount.

The Authority agrees that no general or limited partner of the Applicant shall have any personal liability for the obligations of the Applicant hereunder. The Authority agrees to look only to the assets of the Applicant in the event of any breach by Applicant of its obligations hereunder; provided, however, that from and after the delivery by the Applicant to the Authority of the letter or letters of credit described in this Paragraph 6, the Authority shall look solely to the proceeds of such letters of credit as security for the performance of the obligations of the Applicant hereunder, it being understood that the Authority shall thereafter look to no other assets of the Applicant, including, without limitation, the Project or the right to the use and occupancy thereof, in the event of a breach by the Applicant of its obligations hereunder.

7. The Applicant has agreed to formulate a voluntary Employment Opportunity Plan, which plan will detail Applicant's good faith efforts to assure that 50% of the employment opportunities created in the project will be made available to Boston residents.

8. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, including, without limitation, any successor owner of all or any portion of the Project and the Trust as successor to the Authority as and when such Trust shall be established.

Executed the day and date first above written.

LINCOLN FRANKLIN PLACE, LTD
By: Lincoln Property Company No.
1027, LTD, general partner

By: _____
John B. Hynes, III
General Partner

BOSTON REDEVELOPMENT AUTHORITY

By: _____

Approved as to form:

PARCEL 1

SOUTHERLY by Summer Street one hundred twenty-nine and 60/100 feet;
 WESTERLY by Hawley Street one hundred eighty-two and 40/100 feet;
 NORTHERLY by the line as shown on the plan hereinafter referred to one hundred twenty-seven and 29/100 feet;
 EASTERLY in part by land now or formerly of President and Fellows of Harvard College, in part by Bussey Place, and by land now or late of Jonathan I. Bowditch, one hundred thirty-one and 59/100 feet;
 NORTHERLY by said land now or late of Jonathan I. Bowditch six inches, and
 EASTERLY by the same land by a line through the middle of a party wall seventy-seven and 19/100 feet.

Said premises are shown as Lots numbered 1, 2, 3 and 4, and as a Court Yard and Arched Passage on a plan made by S. C. Ellis, Surveyor, dated May 13, 1873, and recorded with Suffolk Deeds, Book 1180, Page 304, and contain according to said plan 24,055.6 square feet.

PARCEL 2

a certain parcel of land with the buildings thereon, now numbered as 93-101 Arch Street, in Boston, Suffolk County, Massachusetts, bounded and described as follows:

~~XXXXXXXXXX~~

[Description and encumbrances, if any]

SOUTHEASTERLY	By the northwesterly side line of said Arch Street, sixty-two and 24/100 (62.24) feet;
SOUTHWESTERLY	By Bussey Place, ninety and 95/100 (90.95) feet;
NORTHWESTERLY	By other land of the Grantees, forty-eight and 75/100 (48.75) feet; and
NORTHEASTERLY	By a passageway ninety and 60.3/100 (90.603) feet.

Together with the right to use said Bussey Place and said passageway in common with others entitled thereto, and all of the Grantor's rights to use the remaining portion of said passageway, called Snow Place, extending to Hawley Street, in common with others entitled thereto.

Exhibit 2

Clean Standby Undertaking-Irrevocable

Date , 1984

Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02108

Gentlemen:

By the order of,

Lincoln Franklin Place, LTD
c/o John B. Hynes, III
One Post Office Square
Boston, Massachusetts 02109

We hereby open in your favor our Irrevocable Letter of Credit for the account of Lincoln Franklin Place, LTD for a sum or sums not exceeding a total of US. Dollars \$ _____ (_____ Dollars) available by your draft at SIGHT on _____ (Name of Issuer) at _____ (City), _____ (State) effective and expiring in Boston on _____, 198__.

A draft under this letter of credit must be accompanied by the following documents:

1. a written statement purporting to be executed by an authorized officer of the Boston Redevelopment Authority in either of the form of Exhibit A or Exhibit B attached hereto, as may then be appropriate

AND

2. this Letter of Credit.

Partial drawings under this Letter of Credit are permitted.

Each draft must bear upon its face the clause "Drawn under Letter of Credit No. _____ dated _____, 198__ of _____ (Bank), _____ (City), _____ (State)".

Except so far as otherwise expressly stated herein, this Letter of Credit is subject to the "Uniform Customs and Practice for

Documentary Credits (1974 Revision), International Chamber of
Commerce Publication 290."

We hereby agree with you that drafts drawn under and in compli-
ance with the terms of this Letter of Credit will be duly honored
if presented to the above mentioned drawee bank on or before
_____ (Date).

Very truly yours,

Authorized Official

EXHIBIT A

_____, 19__

"Name and Address of Issuing Bank"

Attention:

Gentlemen:

The undersigned hereby certifies as follows:

1. that he/she is the Director of the Boston Redevelopment Authority and is duly authorized to deliver this Certificate;
2. that Lincoln Franklin Place, LTD being the "Applicant" under a certain Development Impact Project Agreement dated November , 1984 between the said Lincoln Franklin Place, LTD and the Boston Redevelopment Authority (the "DIP Agreement") is required to maintain with the Boston Redevelopment Authority one or more letters of credit to secure the obligation of Lincoln Franklin Place, LTD to make payment of the Development Impact Project Exaction described in the DIP Agreement;
3. that your letter of credit No. _____ in favor of the undersigned will expire within the period of thirty (30) days or less from the date of this certificate; and
4. the obligation to maintain such letter of credit continues under the DIP Agreement and Lincoln Franklin Place, LTD has not replaced or renewed the letter of credit previously provided.

Executed this _____ day of _____, 19__.

Boston Redevelopment Authority

By: _____
Director
hereunto duly authorized

EXHIBIT B

_____, 19__

"Name and Address of Issuing Bank"

Attention:

Gentlemen:

The undersigned hereby certifies as follows:

1. that he/she is the Director of the Boston Redevelopment Authority and is duly authorized to deliver this Certificate; and

2. that Lincoln Franklin Place, LTD being the "Applicant" under a certain Development Impact Project Agreement dated November , 1984 between the said Lincoln Franklin Place, LTD and the Boston Redevelopment Authority (the "DIP Agreement") has defaulted in its obligation to make an installment payment in the amount of _____ Dollars (\$ _____) of the Development Impact Project Exaction described in the DIP Agreement, which installment payment was due and payable on _____, 19__.

Executed this _____ day of _____, 19__.

Boston Redevelopment Authority

By: _____
Director
hereunto duly authorized

ONE FRANKLIN PLACE

COOPERATION AGREEMENT

AGREEMENT made this day of , 1984 by and between BOSTON REDEVELOPMENT AUTHORITY ("Authority") and LINCOLN FRANKLIN PLACE LTD ("Lincoln").

WITNESSETH THAT:

WHEREAS, Lincoln has filed with the Authority an application to designate a portion of the central zoning district B-10 as a Planned Development Area ("PDA"), as hereinafter described; and

WHEREAS, the Authority has approved Development Plan for Planned Development Area No. 18 ("Plan") which will subject the PDA to continuing control and supervision by the Authority; and

WHEREAS, Lincoln's development proposal, as described in said PDA Plan will provide substantial public benefits to the city as also described in said PDA Plan including but not limited to a public connection with the MBTA Summer Street Concourse, access to a handicapped elevator for MBTA patrons, improvements of pedestrian amenities from Hawley to Arch Streets, retention and restoration of the 65 Franklin Street, 101 Arch Street and Bussey Place facades, reconstruction of the parapet of 101 Arch Street,

improvements to Snow Place, property tax revenues, linkage payments pursuant to Article 26 of the Zoning Code of the City of Boston and a contribution to the city in the form of leverage financing to be dedicated to neighborhood housing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The Authority will petition the Zoning Commission of the City of Boston on behalf of Lincoln to designate as a Planned Development Area the land in said City bounded by Hawley, Summer, Arch and Franklin Streets. (the "Area").

2. Lincoln will cause a portion of the Area to be developed as One Franklin Place in accordance with the Plan approved after notice and public hearing by vote of the Authority at its meeting held on November 1, 1984. A certified copy said vote is attached hereto together with a copy of said Plan.

3. Lincoln has contracted with Hoskins, Scott, Taylor and Partners/Harwood K. Smith and Partners/Timothy Anderson as Architects to provide the drawings and specifications for the One Franklin Place Development referenced in the Plan and to furnish customary architect's services during construction. Lincoln represents to the Authority that the architectural team has performed its obligations under its contracts which are preliminary to preparation and submission for approval of Final

Working Drawings and Specifications, and that the architectural team is now authorized to proceed with the preparation of Design Development Drawings and Final Working Drawings and Specifications. These drawings and specifications will be based upon the State Building Code now in effect in the City of Boston, unless varied with the consent of the Authority and the Board of Appeal for the City of Boston.

4. The Authority acknowledges that Lincoln has heretofore, and by the signing hereof will have, satisfied the initial stages of submission required by the Authority's Design Review Process which relate to Design Development Drawings. The architectural drawings referred to in Exhibit B of the Plan and accompanying specifications received by the Authority from the architectural team have been subjected to the Design Review Process and approved by the Authority. Lincoln agrees that the Final Working Drawings and Specifications shall be consistent with the plans previously approved by the Authority and shall be subject to the Design Review Process.

5. The Design Review Process to be observed by the parties from and after the date of this agreement shall be as follows:

A. Lincoln will cause the following submissions to be made to the Authority for its determination that the same are consistent with the Plan and for indications of Authority

approval required by the Zoning Code as a prerequisite to issuance of a Building Permit for a Planned Development Area project:

- (1) site plans to Working Drawing level of detail;
- (2) Working Drawings and Specifications in form ready for bidding;
- (3) Architect's statement identifying substantial or significant differences in the foregoing items from the Drawings referred to in Exhibit B of the Plan and Specifications and letter modifications submitted to the Authority therewith; and
- (4) time schedule for construction, up-dated to time of submission.

B. The Authority will review and act upon such submissions in the manner and for the purposes aforesaid. If the Authority finds any such submission(s) inconsistent with the plans and outline specifications previously approved by the Authority, it shall notify Lincoln of the respects in which the same is deemed to be inconsistent. If the Authority finds submission(s) consistent, it shall so notify Lincoln and indicate the same thereon. The Authority shall perform its functions under this Agreement promptly and with all reasonable dispatch, and shall use its best efforts to notify Lincoln of its approval

or disapproval of such submissions within 10 business days after receipt thereof.

C. Once Final Working Drawings and Specifications have been approved, the only further submissions to be made by Lincoln to the Authority for review hereunder will be any requests for change orders in the construction of those items subject to Design Review Procedures pursuant to Paragraph L of the Plan that are considered to be substantial and would thus require further Authority review to determine their consistency with the previously approved Plan.

6. Based on present progress, Lincoln represents to the Authority that demolition and other pre-construction site work is scheduled to be completed by May, 1985, and that construction in accordance with the Plan will require approximately twenty (20) additional months. Accordingly, subject to intervening circumstances which might arise, Lincoln expects that development of One Franklin Place will be completed, occupied and placed in operation in 1987.

7. The Authority will informally advise Lincoln concerning, and will actively cooperate with and publicly support the Lincoln's efforts to obtain from the Board of Appeal of the City of Boston all exceptions, variances, and other departures from the normal application of the Zoning and Building Codes to the

Plan and the drawings and specifications therefor which may be necessary in order to obtain issuance of all required Building Permits.

8. Lincoln has agreed to formulate a voluntary Employment Opportunity Plan, which plan will detail Lincoln's good faith efforts to assure that 50% of the employment opportunities created in the project will be made available to Boston residents.

9. If, after demolition or partial construction has commenced on One Franklin Place, Lincoln shall, in its reasonable judgment, determine that it has become infeasible to proceed with the whole or a portion of the approved Plan, then in such case and after substantiation by Lincoln of the reasons for not being able to proceed, the Authority shall cooperate with Lincoln to modify, alter, amend or revoke its previous designation or votes in order to allow Lincoln the opportunity to reasonably develop the land that it owns. If the parties acting in good faith cannot agree as to an appropriate alteration, modification or amendment to the Plan, the Authority agrees to promptly take the necessary steps to revoke the Planned Development Area designation for all of the PDA.

IN WITNESS WHEREOF the parties ahve caused this instrument to

be executed on their behalf by their respective officers thereunto duly authorized as of the day and year first above set forth.

BOSTON REDEVELOPMENT AUTHORITY

By: _____

Approved as to form:

LINCOLN FRANKLIN PLACE LTD

Assistant General Counsel

By _____

A. W. PERRY, INC.
REALTORS • SINCE 1884

October 30, 1984

Boston Redevelopment Authority
One City Hall Square
9th Floor
Boston, Massachusetts 02201

Re: Franklin Place

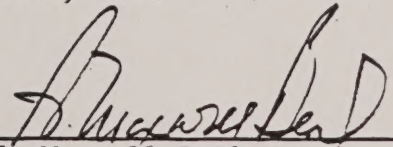
Gentlemen:

A. W. Perry, Inc. ("Perry") is the owner of the real estate and improvements thereon known as 40-46 Summer Street, Boston, Massachusetts, within the block bounded by Franklin Street, Arch Street, Hawley Street and Summer Street. This property is immediately adjacent to the real estate which Lincoln Franklin Place LTD ("Lincoln") proposes to develop as One Franklin Place. Lincoln has requested that Perry consent to the inclusion of the block described above in a Planned Development Area (PDA).

Based upon the plans and information presented to Perry by Lincoln, Perry supports such designation and consents to the inclusion of 40-46 Summer Street within the PDA, provided that the PDA Development Plan approved by the Boston Redevelopment Authority is substantially similar to the plans and descriptions provided heretofore by Lincoln to Perry.

Sincerely,

A. W. PERRY, INC.

By: 
S. Maxwell Beal

SMB/mjb

HOLY NAME PROVINCE
FRANCISCAN FRIARS

155 West 21st Street
New York 10011

212-736-0000

October 3, 1984

Boston Redevelopment Authority
Boston City Hall
City Hall Plaza
Boston, Massachusetts 02201

RE: Franklin Place

Gentlemen:

The undersigned Franciscan Friars are the owners of property at 103 Arch Street, Boston, situated within the block bounded by Franklin Street, Arch Street, Hawley Street and Summer Street. E. Jackson Hall as a General Partner of Franklin Place Associates, has informed us that Franklin Place Associates intends to request that the Boston Redevelopment Authority designate said block as a Planned Development Area. The undersigned hereby consents to the inclusion of the property at 103 Arch Street within the Planned Development Area.

Very truly yours,

Rev. Alban A. Maguire, O.F.M.

Rev. Alban A. Maguire, O.F.M.
Minister Provincial

AAM/mcc

